

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000315331**  
**The Top Floor**  
**PO Box 524**  
**Middlebury VT 05753**  
**United States**

<b>Contract ID</b> 0000000000000000000022613		<b>Page</b> 1 of 4
<b>Contract Dates</b> 06/29/2012 to 09/30/2015	<b>Origin</b> CPS	
<b>Description:</b> CPS- H-P COMPUTER PRODUCTS	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		HEWLETT PACKARD COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES	EA	0.01000	0.00	0.00

THIS CONTRACT IS ISSUED BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MINNESOTA ON BEHALF OF THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) AND THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) ENTITLED "COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES" DATED SEPTEMBER 29, 2008 AND THE HEWLETT PACKARD (CONTRACTOR) RESPONSE WHICH IS INCORPORATED AS PART OF THIS CONTRACT.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS COOPERATIVE PROCUREMENT ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE HEWLETT-PACKARD (HP) PRODUCTS TO STATE AGENCIES AND POLITICAL SUBDIVISIONS. THIS AGREEMENT COVERS ALL H-P PRODUCTS AVAILABLE UNDER THE WSCA CONTRACT.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF 14 MONTHS, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE-YEAR TERM. THE PERIOD OF PERFORMANCE IS JUNE 29, 2012 THRU AUGUST 31, 2013.

ATTACHMENTS: MASTER PRICE AGREEMENT B27164, PARTICIPATING ADDENDUM, STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS ARE INCORPORATED INTO THIS CONTRACT.

CUSTOMERS CAN CONTACT THE TOP FLOOR SALES REPRESENTATIVES FOR PRICING AND ASSISTANCE WITH PURCHASE ORDERS AT; DREW CAMPBELL AT drew@thetopfloor.com 802-388-1600 or 800-290-4979

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. PURCHASE ORDERS MUST REFERENCE THE WSCA MASTER AGREEMENT NUMBER B27164 AND THE STATE OF VERMONT CONTRACT # 22613. PURCHASE ORDER SHOULD BE SENT TO:

THE TOP FLOOR  
PO BOX 524  
MIDDLEBURY, VT 05753  
ATTN: DREW CAMPBELL  
drew@thetopfloor.com  
mailroom@thetopfloor.com

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<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

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INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

PRICE: PRICING SHALL BE IN ACCORDANCE WITH THE WSCA MATER PRICE AGREEMENT NUMBER B27164 AS MAINTAINED ON THE HP / VERMONT WEBSITE. COST OF SHIPPING 3 TO 5 DAY GROUND IS INCLUDED IN THE PRICE OF THE PRODUCTS AND SERVICES. COST OF EXPEDITED SHIPPING WILL BE CHARGED TO THE ORDERING ENTITY. IF A QUANTITY OF PRODUCTS AND SERVICES ARE BEING PURCHASED, CHECK WITH THE CONTRACTOR FOR POSSIBLE EXTRA PRICE BREAKS.

TAKE BACK AND OTHER ENVIRONMENTAL PROGRAMS: THE CONTRACTOR AGREES TO MAINTAIN FOR THE TERM OF THIS AGREEMENT AND ALL RENEWALS/EXTENSIONS THEREOF, PROGRAMS AS DESCRIBED IN THE FOLLOWING PARAGRAPHS:

A. TAKEBACK/RECYCLING OF CPU'S, SERVERS, MONITORS, FLAT PANEL DISPLAYS, NOTEBOOK COMPUTERS AND PRINTERS. COSTS ARE LISTED ON THE H-P WEBSITE.

B. ENVIRONMENT: COMPLIANCE WITH THE FOLLOWING STANDARDS: BLUE ANGEL, ECOLOG, ENERGY STAR, EPEAT (BY LEVEL), GREEN GUARD, NORDIC SWAN AND TCO.

C. PRODUCT LABELING OF COMPLIANCE WITH ITEMS B&C ABOVE AS WELL AS AN IDENTIFICATION OF SUCH INFORMATION ON THE WEB SITE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE BIDDER OFFER MORE THAN ONE (1)

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YEAR.						

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

\*\*\*\*\*AMENDMENT #1\*\*\*\*\*

AMENDMENT #1 - JULY 31, 2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE, THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO AUGUST 31, 2014 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS CONTINUE TO APPLY.

\*\*\*\*\*AMENDMENT #2\*\*\*\*\*

AMENDMENT #2 - JULY 28, 2014 - THE STATE IS HEREBY AMENDING CONTRACT # 22613 TO INCORPORATE WSCA/NASPO MASTER AGREEMENT #B27164 AMENDMENT #3 INTO THIS CONTRACT. AMENDMENT #3 TO THE WSCA CONTRACT #B27164 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO DECEMBER 31, 2014 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

\*\*\*\*\*AMENDMENT #3\*\*\*\*\*

AMENDMENT #3 - OCTOBER 27, 2014 - THE STATE IS HEREBY AMENDING CONTRACT #22613 WSCA/NASPO MASTER AGREEMENT #B27164 TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR THREE MONTHS TO MARCH 31, 2015 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

\*\*\*\*\*AMENDMENT #4\*\*\*\*\*

AMENDMENT #4 - MARCH 5, 2015 - THE STATE IS HEREBY AMENDING CONTRACT #22613 WSCA/NASPO MASTER AGREEMENT #B27164 TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR SIX MONTHS TO SEPTEMBER 30, 2015 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

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TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas  
Technology Procurement Administrator  
Office of Purchasing & Contracting  
10 Baldwin Street  
Montpelier, VT 05633-7501  
E-Mail: Stephen.Fazekas@state.vt.us  
Phone:802-828-2210  
Fax:802-828-2222

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_